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U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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 D/B/A SOCCERONE AND MARK
 NEUDORFF

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UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

KWIK GOAL, LTD.,

Plaintiff,

v.

YOUTH SPORTS PUBLISHING,
 INC. D/B/A SOCCERONE AND
 MARK NEUDORFF,

Defendant.

CASE NO. CV 06-3691 RGK (RCx)

**STIPULATED CONSENT DECREE
 FOR INJUNCTIVE RELIEF AND
 DISMISSAL OF ACTION;
 PROPOSED ORDER THEREON**

WHEREAS, on January 19, 2006, plaintiff Kwik Goal, Ltd. ("Kwik Goal" or "Plaintiff") filed a complaint against defendants Youth Sports Publishing, Inc. d/b/a SoccerOne ("SoccerOne") and Mark Neudorff (SoccerOne and Mark Neudorff, collectively, "Defendants") in the United States District Court for the Southern District of New York, Case Number CV06-0395, asserting claims for (1) copyright infringement, (2) passing off, (3) trade dress infringement, (4) breach of

1 contract, (5) unfair competition, (6) violation of New York law prohibiting
2 deceptive acts and practices, (7) misappropriation and (8) unjust enrichment
3 ("Complaint"). On June 14, 2006, this case was transferred to the Central District
4 of California and was assigned Case Number CV06-3691 RGK (RCx).

5 WHEREAS, Defendants deny the allegations in the Complaint.

6 WHEREAS, without any admission of liability, fault, or wrongdoing, the
7 parties have amicably resolved this lawsuit and mutually consented to the entry of
8 a stipulated injunction against SoccerOne.

9 NOW THEREFORE, the parties consent and stipulate to the following:

10 1. Kwik Goal's claims against Defendants arise under the Copyright
11 Laws of the United States, Title 17 U.S.C. § 101 *et seq.*, and the Trademark Laws
12 of the United States, Title 15 U.S.C. § 1051 *et seq.*

13 2. This Court has jurisdiction over Defendants and has jurisdiction over
14 the subject matter of Kwik Goal's claims for relief by reason of 28 U.S.C. §§ 1331
15 and 1367. Venue in this Judicial District is proper as to Defendants under 28
16 U.S.C. § 1391.

17 3. SoccerOne or anyone acting on its behalf are enjoined and restrained
18 from:

19 a. copying, reproducing, distributing, creating derivative works
20 of, or otherwise using Kwik Goal's copyrighted photographs; or

21 b. selling or offering for sale Kwik Goal branded merchandise.

22 SoccerOne believes that all of Kwik Goal's copyrighted photographs have
23 already been removed from its website. In the event that Plaintiff finds any of its
24 copyrighted photograph(s) on SoccerOne's website after entry of this injunction,
25 the parties stipulate that Plaintiff will notify SoccerOne. Kwik Goal's notice
26 obligation as set forth herein is without prejudice to any of Kwik Goal's rights and
27 remedies at law or equity.

1 4. The Parties further stipulate and request that this Court expressly
2 retain jurisdiction for the purpose of enforcing and ensuring compliance with the
3 terms of this injunction.

4 5. The above captioned action is hereby dismissed with prejudice with
5 each party to bear its or his own costs.

6
7 IT IS SO STIPULATED.

8
9 Dated: December 12, 2006

Kwik Goal, Ltd.

10
11 

12 By: Anthony Caruso

13 Its: President and Chief Executive Officer

14
15
16 Dated: December __, 2006

Youth Sports Publishing, Inc. d/b/a

17 SoccerOne

18
19
20 By: Mark Neudorff

21 Its: Secretary and Treasurer

22
23
24 Dated: December __, 2006

Mark Neudorff

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4. The Parties further stipulate and request that this Court expressly retain jurisdiction for the purpose of enforcing and ensuring compliance with the terms of this injunction.

5. The above captioned action is hereby dismissed with prejudice with each party to bear its or his own costs.

IT IS SO STIPULATED.

Dated: December __, 2006

Kwik Goal, Ltd:

By: Anthony Caruso

Its: President and Chief Executive Officer

Dated: December 11, 2006

Youth Sports Publishing, Inc. d/b/a
SoccerOne

~~By: Mark Needorff~~

~~Its: Secretary and Treasurer~~

Dated: December 11, 2006

~~Mark Neundorff~~

1 Approved by Counsel:

2
3 DATED: December __, 2006 ALSCHULER GROSSMAN STEIN & KAHN LLP
4

5
6 By: _____
Bennett A. Bigman

7
8 Attorneys for Plaintiff
Kwik Goal, Ltd.
9

10
11 DATED: December __, 2006 KILPATRICK STOCKTON LLP
12

13
14 By: _____
Joseph Petersen

15
16 Attorneys for Plaintiff
Kwik Goal, Ltd.
17

18
19 DATED: December 11, 2006 SEDGWICK, DETERT, MORAN & ARNOLD LLP
20

21 By:  _____

22 David A. Schneider
23 Sandy J. Chun
24 Attorneys for Defendants
Youth Sports Publishing, Inc. d/b/a
25 SoccerOne and Mark Neudorff
26
27
28

1 Approved by Counsel:

2
3 DATED: December 13, 2006 ALSCHULER GROSSMAN STEIN & KAHN LLP

4
5
6 By: 

Bennett A. Bigman

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8 Attorneys for Plaintiff
Kwik Goal, Ltd.

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10
11 DATED: December 12, 2006 KILPATRICK STOCKTON LLP

12
13
14 By: 

Joseph Petersen

15
16 Attorneys for Plaintiff
Kwik Goal, Ltd.

17
18
19 DATED: December __, 2006 SEDGWICK, DETERT, MORAN & ARNOLD LLP

20
21 By: _____

22 David A. Schnider ,
23 Sandy J. Chun
24 Attorneys for Defendants
25 Youth Sports Publishing, Inc. d/b/a
26 SoccerOne and Mark Neudorff
27
28

1 Good cause appearing, IT IS HEREBY ORDERED as follows:

2 1. Kwik Goal's claims against Defendants arise under the Copyright
3 Laws of the United States, Title 17 U.S.C. § 101 *et seq.*, and the Trademark Laws
4 of the United States, Title 15 U.S.C. § 1051 *et seq.*

5 2. This Court has jurisdiction over Defendants and has jurisdiction over
6 the subject matter of Kwik Goal's claims for relief by reason of 28 U.S.C. §§ 1331
7 and 1367. Venue in this Judicial District is proper as to Defendants under 28
8 U.S.C. § 1391.

9 3. SoccerOne or anyone acting on its behalf are enjoined and restrained
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15 already been removed from its website. In the event that Plaintiff finds any of its
16 copyrighted photograph(s) on SoccerOne's website after entry of this injunction,
17 the parties stipulate that Plaintiff will notify SoccerOne. Kwik Goal's notice
18 obligation as set forth herein is without prejudice to any of Kwik Goal's rights and
19 remedies at law or equity.

20 4. This Court expressly retains jurisdiction for the purpose of enforcing
21 and ensuring compliance with the terms of this injunction.

22 5. The above captioned action is hereby dismissed with prejudice with
23 each party to bear its or his own costs.

24 IT IS SO ORDERED.

25
26 Dated: JAN - 3 2007


United States District Court Judge

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Alschuler Grossman Stein & Kahan LLP, The Water Garden, 1620 26th Street, Fourth Floor, North Tower, Santa Monica, CA 90604. On this 21st day of December 2006, I served a copy of the within document(s):

**STIPULATED CONSENT DECREE FOR
INJUNCTIVE RELIEF AND DISMISSAL OF
ACTION; [PROPOSED] ORDER THEREON**

- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Santa Monica, California, addressed as set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope, with the overnight delivery charge prepaid, addressed as set forth below, and deposited in a box or facility regularly maintained by the overnight delivery service carrier, _____.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 21st day of December 2006 at Santa Monica, California.


Janis Mullen

SERVICE LIST

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